

TERMS AND CONDITIONS FOR TESTS

(AMC-R 70-20)

NAME AND ADDRESS OF COMPANY INDIVIDUAL:	NAME OF TEST OR NATURE OF SERVICE:
SPECIFIC ITEM TO BE TESTED:	Purpose:

Whereas _____ (hereinafter referred to as the purchaser) has requested, and the United States of America (hereinafter referred to as the Government) has agreed to conduct and/or furnish, certain tests and/or test services as described above, the purchaser and the Government do now therefore agree to the following terms and conditions which shall govern the conduct and/or furnishing of such tests and/or test services.

a. In order to assure the Government that there will be no issue of competition between the Government and private industry because of the conducting and or furnishing of this test and/or test services, the purchaser does warrant that:

(i) no non-Governmental organization is known to him which presently has facilities which can be made available to perform the test and/or test services with comparable quality or on a more timely basis, and

(ii) the conduct of the test and/or test services requires the use of specialized facilities and skills located at _____

b. It is understood that the Government will accept the item(s) listed above for the stated test and any information submitted for use in such test shall not be disclosed outside the Government, except that such information may be disclosed to foreign governments when tests are conducted for or on behalf of private foreign industry, or used for any purpose other than such test provided that such test does not in itself imply a recognition of novelty or originality or a contractual relationship such as would render the Government liable to pay for any use of the information used in the test to which it would otherwise lawfully be entitled, or which is in the public domain or available from other sources.

c. The test and or test services shall be conducted and/or furnished at _____ to commence on a date and at a time convenient to the Government as determined by the commander thereof who will notify the purchaser of such scheduled date and the estimated completion date. The aforementioned beginning and estimated completion dates are to be furnished for planning purposes only, and the Government may, at its discretion, change such dates or terminate the test prior to completion with or without prior notice to the purchaser, and the Government shall not become liable to the purchaser as a result of or because of such changes or termination.

d. (1) In consideration of the test and/or test services to be conducted and/or furnished by the Government, the purchaser agrees to pay to the Government the cost thereof as determined by the Government, it being mutually agreed that such cost will include:

(i) direct material and labor costs.

(ii) allocable direct and indirect overhead costs

(iii) costs necessary to restore the test facilities to pre-test condition, fair wear and tear excluded, and

(iv) packing, crating and drayage costs not borne directly by the purchaser.

(2) Additionally, it is understood and agreed, that:

The Purchaser will pay the Government prior to commencement of the test and/or test services, the sum of _____ by certified check or U.S. Postal Money Order, payable to the Treasurer of the United States.

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(i) the purchaser will accept from the Government, on a collect basis, telephonic and telegraphic communications involving testing, reporting of failures, breakage or damages, and

(ii) the purchaser will bear all costs for transportation, packing, crating and drayage, including that which the Government may, for its own convenience, perform or cause to be performed.

e. It being estimated by the Government that the cost of the test and/or testing services to be provided by the Government will not exceed the sum of _____ which includes:

It is understood and agreed that the Government will not incur costs in excess of estimated amount without notice to the purchaser of a revised estimated cost and deposit, with the Government, by the purchaser of such additional sum as may be required to cover the additional estimated costs. The Government agrees to:

(i) notify the purchaser at such time or times as 80% of the deposited funds have been obligated, and

(ii) return to the purchaser, upon completion or termination of the test and/or test services, any funds which the purchaser has deposited with the Government on account of the test and/or test services and which the Government has not obligated.

f. The purchaser and Government agree that:

(i) the Government shall be liable for loss or destruction of or damage to the test item only if such loss, destruction or damage is proximately caused by willful misconduct or lack of good faith on the part of any of the Government's officers or employees who have supervision or direction of all or substantially all of the test facilities or services involved in the execution of this agreement.

(ii) Upon completion or termination of the test and/or test services, and receipt by the purchaser of notification of such completion or termination, the purchaser will promptly remove the test item from the Government's premises.

g. The purchaser agrees:

(i) to hold harmless and indemnify the Government against the following insofar as they may result from the performance and/or furnishing of the test and/or test services described above:

(A) claims (including reasonable expense of litigation or settlement) by third persons (including employees of the purchaser), for death, bodily injury (including sickness or disease) or loss of, damage to, or loss of use of property, and

(B) loss of or damage of property of the Government or property in its custody, and loss of use of such property, and

(ii) that he will, at the request of and to the satisfaction of the Government, furnish bond, U.S. Postal Money Order, certified check or other security to guarantee compliance with part (i) of this clause.

h. The purchaser agrees not to circulate, refer to, or otherwise use for publicity or advertising purposes the results of the tests conducted by the Government in any manner that will bear a connotation of endorsement of a product by the Government.

i. The Government reserves the right to limit the number and term of visits of observers and/or test participants.

j. (Other terms may be added in individual cases, to include in all cases reporting procedures and requirements).

UNITED STATES OF AMERICA

By _____
(SIGNATURE)

BY _____
(SIGNATURE)

DATE _____

DATE _____

NOTES:

1. APPLICABLE STANDARDS/SPECIFICATIONS
A MIL-STD-100
B ANSI Y14.5M-1982
2. COMMERCIAL ITEM DESCRIPTION (CID) FOR A TRAILER CHASSIS USED ON THE TRAILER MOUNTED WELD SHOP (TMWSS).
3. THE SUPPLIER SHALL PROVIDE MANUALS, SPARE PARTS LISTS, VENDOR SOURCE INFORMATION, TELEPHONE NUMBERS AND LISTINGS OF COMPANIES THAT PROVIDE SUPPORT SERVICES AND INFORMATION.

COMMERCIAL ITEM DESCRIPTION

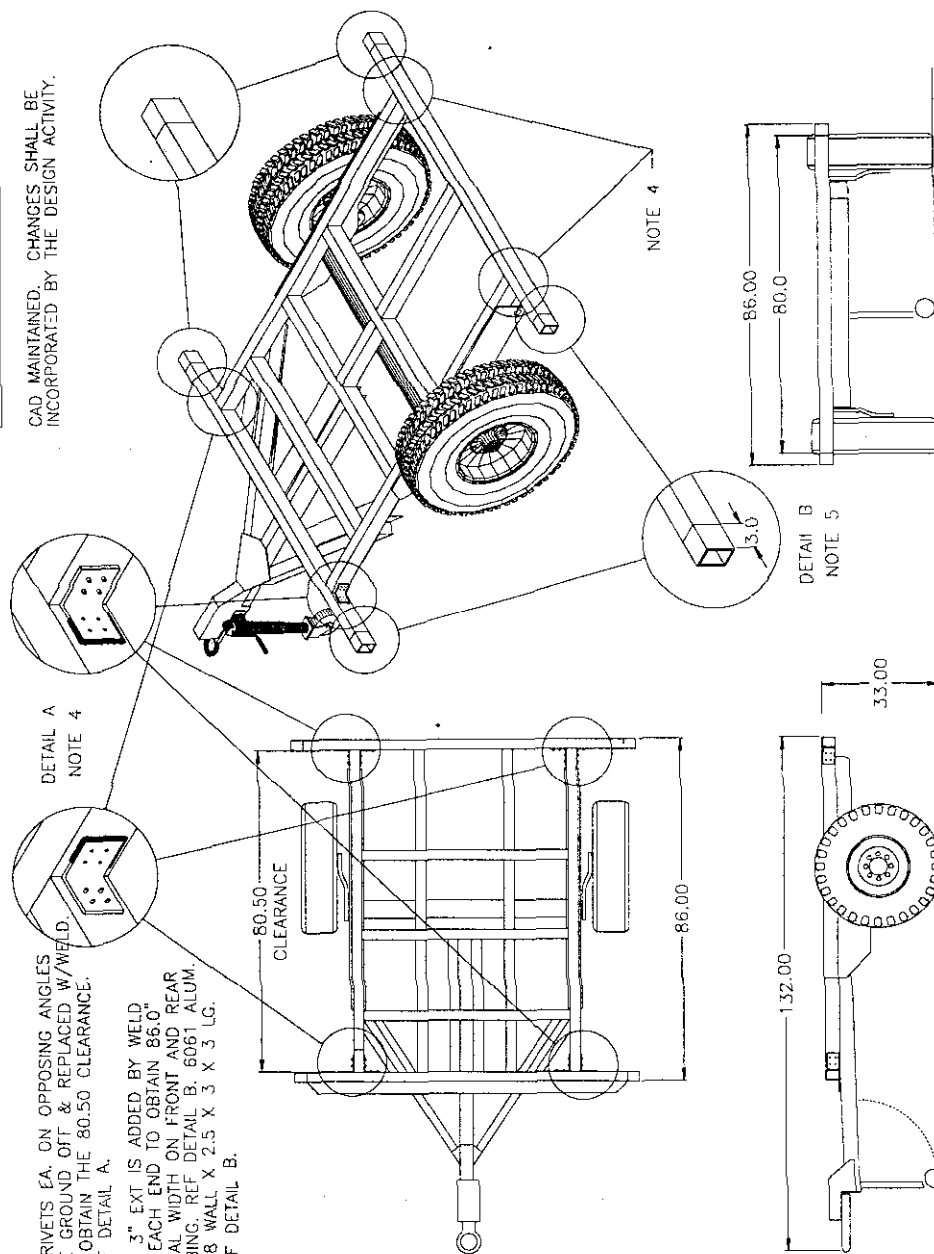
NOMENCLATURE: HIGH MOBILITY TRAILER (HMT)
NSN 2330-01-387-5424 OR 5426 REFERENCE ONLY
MODEL NAME: HMT-HC P/N 12572268 or M1102
PAYLOAD 3072 LBS
WEIGHT 1360 LBS
OVERALL LENGTH 132 IN
OVERALL WIDTH 86 IN
LUNETTE CENTER TO FRONT OF DECK 41 IN
DECK HEIGHT 33 IN
DECK LENGTH 86 IN
WHEEL TRACK WIDTH 72.5 IN
GROUND CLEARANCE 16 IN
BRAKES: 12 IN X 2 IN HYDRAULIC SURGE BRAKES
SUSPENSION: INDEPENDENT TRAILING ARM

HMMWV COMMONALITY: THE TRAILER SHALL HAVE THE SAME VEHICLE TRACK WIDTH, OA WIDTH, MINIMUM GROUND CLEARANCE, FORDING DEPTH, TURN RADIUS, AND SLOPE PERFORMANCE. COMMON HARDWARE INCLUDES: SHACKLES, SHOCKS, TIRES W/RUNFLAT INSERT, ELECTRICAL 24 VOLT CONNECTORS, BLACKOUT TAIL LIGHT HARDWARE. TRAILER BRAKES ARE SURGE REACTIVE TO HMMWV. LUNETTE CONNECTION SHALL BE COMPATIBLE.

MANUFACTURER:
ELECTROSPACE SYSTEMS, INC
CHRYSLER CORPORATION
PO BOX 831359
RICHARDSON, TEXAS 75083-1359
GOVERNMENT FURNISHED EQUIPMENT:
TACTICAL VEHICLE PROGRAMS OFFICE
HMMWV OFFICE, ENGINEERING DIV (L1)
AMSTA-CM-EL C/O DSN 786-8656
U.S. ARMY TANK-AUTOMOTIVE COMMAND
WARREN, MI 48397-5000

DISTRIBUTION STATEMENT A. APPROVED FOR PUBLIC RELEASE; DISTRIBUTION IS UNLIMITED.

4. 4 RIVETS EA. ON OPPOSING ANGLES ARE GROUND OFF & REPLACED W/WELD. TO OBTAIN THE 80.50 CLEARANCE. REF DETAIL A.
5. A 3" EXT IS ADDED BY WELD AT EACH END TO OBTAIN 86.0" TOTAL WIDTH ON FRONT AND REAR TUBING. REF DETAIL B. 6061 ALUM. .218 WALL X 2.5 X 3 X 3 LG. REF DETAIL B.



PART NO. 04A041000
DEPARTMENT OF THE ARMY
ENGINEERING CENTER
FORT BELVOIR, ILLINOIS 61897-7500
TRAILER, HMT (TMWSS)

SIZE: CHAL. CODE: D 59678
SCALE: DO NOT UNIT WT.
04A041000
SHEET

PMIC		CONTRACT NUMBER		CONTRACTOR		DRAWN BY		CHECKED BY		DESIGNED BY		APPROVED BY	
MECHANICAL PROPERTIES		DO NOT SCALE DRAWING		UNLESS OTHERWISE SPECIFIED		DIMENSIONS ARE IN INCHES		FRACTIONS		THIRD ANGLE PROJECTION		UNIT: INCH	
WP		2 PL. 02		3 PL. 005		3 PL. 005		3 PL. 005		3 PL. 005		3 PL. 005	
E2		E2		E2		E2		E2		E2		E2	
BA		BA		BA		BA		BA		BA		BA	
BM		BM		BM		BM		BM		BM		BM	
NEXT ASSY		NEXT ASSY		NEXT ASSY		NEXT ASSY		NEXT ASSY		NEXT ASSY		NEXT ASSY	
USED ON		USED ON		USED ON		USED ON		USED ON		USED ON		USED ON	
APPLICATION		APPLICATION		APPLICATION		APPLICATION		APPLICATION		APPLICATION		APPLICATION	

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